



CONFIDENTIAL

Program Codes: NE019 & NE699

Philips Lifeline Remote Monitoring Services Agreement

This Philips Lifeline Remote Monitoring Services Agreement ("*Services Agreement*") is made as of the Effective Date set forth below by and between Lifeline Systems Company, a Massachusetts corporation ("*Philips Lifeline*"), d/b/a **Philips Lifeline**, with offices at 111 Lawrence Street, Framingham, MA 01702, and the following person or entity ("*Customer*"):

EFFECTIVE DATE: December 22, 2014

Customer information below:

Full Legal Name of Customer: Aging Partners, a department of and on behalf of the City of Lincoln
Business Address of Customer: 233 South 10 Suite 101 Lincoln, NE 68508-2250
State of Legal Organization: Nebraska

Subject to the terms and conditions stated herein, Customer wishes to purchase and Philips Lifeline agrees to provide, the following products:

Remote Monitoring Service to be purchased:

Name of Service	Addendum
Philips Lifeline Personal Response System – Equipment Rental and Monitoring	Addendum 1

WHEREAS, Customer would like to provide certain remote monitoring services to its subscribers and desires to obtain such services from Philips Lifeline;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein and intending to be legally bound hereby, the Parties agree as follows:

- 1. **Definitions.**
 - 1.1 "*Party*" or "*Parties*" means Philips Lifeline and/or Customer jointly or severally.
 - 1.2 "*Agreement*" means this Philips Lifeline Remote Monitoring Services Agreement, together with applicable addenda, exhibits and other attachments and documents referenced herein.
 - 1.3 "*Effective Date*" means the date on which this Agreement, signed by Customer, is received in Philips Lifeline's home office and signed by Philips Lifeline. The Effective Date shall be set forth on page 1 above and written in by Philips Lifeline.
 - 1.4 "*Product(s)*" means the PRS Equipment, Medication Dispenser, supplies and peripherals and other home health or safety equipment provided by Philips pursuant to this Agreement.

2. Services; Billing and Payment

- 2.1 **Monitoring Services.** Philips Lifeline shall perform, in accordance with Philips Lifeline's usual and customary protocols, the monitoring services indicated in this Agreement, including as more fully described in the corresponding addendum or addenda hereto (the "*Monitoring Services*"), which are expressly incorporated herein.
- 2.2 **Billing and Payment.** The Parties' respective obligations and rights with respect to pricing, billing and payment are as set forth in the Addendum applicable to the Monitoring Service(s) purchased hereunder. All payments are due by Customer to Philips Lifeline thirty (30) days after date of invoice. Philips agrees to allow Customer to make payments using Electronic Funds Transfer (EFT). Customer may elect to receive invoices by e-mail by indicating such election on the Customer Information form, Schedule 1 to Addendum 1 or by sending an e-mail to DL_PLL_LMSBillPay@philips.com. Past due balances will be subject to a monthly finance charge equal to 1.5%, or the maximum amount allowed by law, of the past due amount. Notwithstanding the foregoing, Philips Lifeline agrees to waive any finance charges for payments made within forty-five (45) days after date of invoice. All amounts payable pursuant to this Agreement are exclusive of any tax of any kind. All applicable taxes shall be paid by Customer unless Customer has provided Philips Lifeline with an applicable tax exemption certificate.
3. **Trademarks.** Philips Lifeline hereby grants a revocable, non-exclusive, royalty-free license to Customer to use the "LIFELINE" trademark ("*Mark*") during the term of this Agreement solely in advertising and promoting the Products and services provided hereunder. Customer acknowledges that its use of the Mark shall inure to the benefit of and be on behalf of Philips Lifeline. Customer also agrees that nothing in this Agreement shall give it any right, title or interest in or to the Mark other than the right to use the same in accordance with this Agreement. Philips Lifeline may at any time, at its sole discretion, revoke or modify this license. Philips Lifeline also has the right to approve or disapprove of any advertising or marketing material or collateral referring to Lifeline or Philips Lifeline.

4. Term; Termination

- 4.1 **Term.** The term of this Agreement shall continue until the earlier of its expiration or termination (the "*Term*"). The initial term shall commence upon the Effective Date and continue through December 31, 2017 ("*Initial Term*"). The Parties agree that this Agreement can be renewed for two (2) consecutive one year terms upon the request of Customer and consent of both parties.
- 4.2 **Termination.** During the Term, this Agreement may be terminated by either Party due to the other Party (a) committing a breach of this Agreement or (b) failing to comply materially with a federal and state statute, law or regulation applicable to such Party's activities contemplated by this Agreement. The terminating Party must provide written notice of such breach or non-compliance to the other Party. Such other Party shall have thirty (30) days after the receipt of such notice to correct the breach and non-compliance, and if the breach and non-compliance has not been corrected, then the Party seeking termination may then immediately terminate this Agreement.
- After the Initial Term, either party may terminate this Agreement with or without cause upon sixty days (60) prior written notice to the other party.
- 4.3 **Effect of Termination.** Upon expiration or termination of this Agreement, Customer shall immediately discontinue enrolling new subscribers to receive Monitoring Services hereunder. If, following such expiration or termination, there continue to be devices or units that had been or would have been monitored hereunder by Philips Lifeline, and those devices or units (i) remain configured to be monitored by Philips Lifeline (including without limitation, designed to call into a phone number or monitoring center controlled by Philips Lifeline) and (ii) are active ("*Still-Enrolled Units*"), then Philips Lifeline reserves the right to charge Customer at Philips Lifeline's standard rates, for Philips Lifeline remaining ready to potentially monitor such Still-Enrolled Units. If Still-Enrolled Units remain active, sixty (60) days after such expiration or termination, then Philips Lifeline reserves the right to contact the users, payers or listed responders assigned to such Still-Enrolled Units to inform them of the expiration or termination of provision of Monitoring Services hereunder.

5. Regulatory and Legal Matters

- 5.1 General. Customer is reminded that if the purchase of Monitoring Services hereunder includes a discount, such as a price reduction or a loan of goods at reduced cost, Customer must comply with any of its obligations to fully and accurately report such discount on cost reports or other applicable claims for payment submitted under any Federal health care program, including but not limited to Medicare and Medicaid, as required by Federal law (see 42 CFR 1001.952[h]).
- 5.2 Retention of Records. Each Party shall generate all records it is required to generate under this Agreement and retain such records, and all other records and documents generated with respect to or obtained from Subscriber, for a period of at least six (6) years from the date on which the Subscriber last receives service or Products included under this Agreement. Each Party, upon the reasonable request of the other Party shall provide to the other Party copies of such documents and records.
- 5.3 Federal Government Access to Records. For the purpose of implementing Section 1395x (v)(1)(I) of Title 42 of the United States Code (Social Security Act), as amended, and any written regulations thereto, each Party hereby agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
- (i) Until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, each Party shall make available, upon written request to the Secretary of HHS, or upon request to the Comptroller General of the U.S., or any of their fully authorized representatives, the contract, and books, documents, and records of that Party that are necessary to certify the nature and extent of such costs, and
 - (ii) If either Party carries out any of the duties of this Agreement through a subcontractor, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
- 5.4 Export Control. Customer may not transfer any Products provided by Philips Lifeline outside of the United States.
- 5.5 FDA Reporting Requirements. Customer will report within ten (10) business days to Philips Lifeline any event of which Customer becomes aware that suggests that any Philips Lifeline Product provided hereunder, for any reason: (a) may have caused or contributed to a death or serious injury or (b) has malfunctioned and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Customer will also report to Philips Lifeline all complaints received from subscribers regarding the identity, quality, performance, reliability, safety, effectiveness or labels or instructions for use of such Products. Both Parties shall at all times comply with all applicable statutes, laws and regulations, as well as policies of any accreditation organization to which each Party is subject, relating to product recalls and device tracking.
- 5.6 Compliance with Laws. Customer and Philips Lifeline shall comply at all times with all applicable statutes, laws and regulations.
6. **No Expansion of Warranties**. Customer shall not make to any Subscriber a representation, warranty or other description regarding the Monitoring Services or Products provided hereunder that is inconsistent with or in addition to any representations, warranties or descriptions that are provided in writing by Philips Lifeline to Customer. Customer shall indemnify, defend and hold harmless Philips Lifeline and its Affiliates from any loss, cost and damage (including reasonable attorney's fees) ("Loss") arising from the breach of this Section by Customer, its Affiliates or any of their employees, officers, directors and agents. "Affiliate" of a person means any corporation, company or other entity that has Control of, or is under the Control of or common Control with, such person. "Control" means more than fifty percent (50%) control.
7. **Liability; Insurance; Indemnification**
- 7.1 Action by Third Parties. Customer shall include a provision in its agreement with each Subscriber that relieves Philips Lifeline, as Customer's monitoring provider, from any liability to Subscriber for the use of

forced entry to gain access to Subscriber's premises in connection with an alert notification made in the course of Services being provided hereunder. Customer also agrees that Philips Lifeline shall not be liable to Customer for any damages caused by such forcible entry. Further, Philips Lifeline shall not be responsible or liable to Customer for the promptness, sufficiency or adequacy of the actions of any responder, telephone company, or any other third party, including police, fire and emergency medical technicians, which Philips Lifeline may notify. Philips Lifeline shall be entitled to rely absolutely and for all purposes upon statements of responders and of any person who purports to act on behalf of, or in the interest of, any responder or Subscriber, with respect to the location or whereabouts and condition of the Subscriber.

- 7.2 Limitations of Liability. THE LIABILITY, IF ANY, OF EITHER PARTY TO THE OTHER PARTY FOR DAMAGES WHETHER ARISING FROM BREACH OF THE TERMS OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE IS LIMITED IN THE AGGREGATE TO THE PAYMENTS DUE BY CUSTOMER TO PHILIPS LIFELINE AS EXPRESSLY PROVIDED FOR UNDER THIS AGREEMENT. The limitations in this paragraph shall not apply to damages with respect to personal injury, death or destruction of personal property.

Notwithstanding the forgoing, neither Party shall be responsible or liable to the other Party, for any loss of data, loss of use damages or for any other indirect, punitive, incidental, consequential, or special damages, however incurred.

- 7.3 Insurance. Throughout the term of this Agreement, including any renewal terms, each Party shall maintain sufficient insurance coverage to reasonably insure the activities of that Party in the fulfillment of its obligations under this Agreement. The Parties agree that the minimum coverage will be One Million Dollars (\$1,000,000.00) per occurrence for commercial general liability. Each Party shall provide the other with evidence of such insurance within thirty (30) days after the Effective Date of this Agreement and thereafter upon reasonable request.
- 7.4 General Liability Insurance. Philips Lifeline shall maintain General Liability Insurance naming and protecting the Customer, the City of Lincoln, and its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operators by Philips and Philips employees, or those directly or indirectly employed by Philips. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- i. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- ii. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- iii. Personal Injury Damage - \$1,000,000 each Occurrence; and
- iv. Contractual Liability - \$1,000,000 each Occurrence; and
- v. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
- vi. Medical Expenses (any one person) - \$10,000.

If Philips Lifeline does not possess General Liability Insurance in the amounts as provided in this Agreement, the Consultant may use Excess or Umbrella Insurance to supplement the General Liability Insurance to reach the minimum acceptable limits of liability as provided in this Agreement.

Minimum Scope of Insurance. All liability insurance policies (except Professional Liability) shall be written on an "occurrence" basis only, except for professional liability insurance which may be based upon a "claims-made" basis. All insurance coverages are to be placed with insurers authorized to do business in

the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of not less than A:VIII unless specific approval has been granted by the City.

Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

Certificate of Insurance. All Certificates of Insurance shall be filed with the City of Lincoln on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding sections, and showing the City of Lincoln is an additional insured for General Liability Insurance and Excess or Umbrella Insurance if used to supplement the General Liability Insurance. Philips may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if the Consultant possessed General Liability Insurance. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of reduction in amount, increase in deductibles, cancellation, or non-renewal of insurance coverage.

7.5 Indemnification.

(a) *By Philips Lifeline.* Philips Lifeline shall indemnify, defend and hold harmless Customer and its Affiliates from any loss, cost and damage (including reasonable attorney's fees) ("Loss") arising from the negligent acts, omissions or willful misconduct of Philips Lifeline or its employees, directors, officers or agents, except to the extent that such Loss, in whole or in part, is caused by or arises out of the negligence or willful misconduct of Customer, its Affiliates or their employees or agents.

(b) *By Customer.* Customer shall indemnify, defend and hold harmless Philips Lifeline and its Affiliates from any Loss arising from any Customer breach of the No Expansion of Warranties Section or from the negligent acts, omissions or willful misconduct of Customer or its employees, directors, officers or agents, except to the extent that such Loss, in whole or in part, is caused by or arises out of the negligence or willful misconduct of Philips Lifeline, its Affiliates or their employees or agents.

(c) *Definitions; Procedure.* "Affiliate" of a person means any corporation, company or other entity that has Control of, or is under the Control of or common Control with, with such person. "Control" means more than fifty percent (50%) control. The indemnifying party's obligations hereunder are conditioned upon the indemnified party (i) providing the indemnifying party prompt written notice of the claim, (ii) granting the indemnifying party full and complete information and assistance necessary for the indemnifying party to defend, settle, or avoid the claim, and (iii) giving the indemnifying party sole control of the defense or settlement of the claim. Notwithstanding the foregoing, an indemnifying party will not be relieved of its obligations hereunder due to delay in providing notice, except to the extent such party has been adversely affected thereby.

8. **Confidentiality.** During the Term, each Party may receive Confidential Information. Each party agrees to hold in confidence and not disclose to any person outside its organization any information that it has received from the other party until such time as such Confidential Information enters the public domain through an act of the party that owns the Confidential Information or the lawful act of a third party. Each party agrees to cease all use of any Confidential Information upon the termination of this Agreement. Notwithstanding the foregoing, each party will comply with all applicable laws, subpoenas, court orders, and other such requests in disclosing Confidential Information. In the event either party is required by subpoena, court order, regulatory agency, or otherwise by law to disclose Confidential Information, the party so required to disclose will notify the other party and use reasonable efforts to provide the other party with an opportunity to oppose such compelled disclosure. In any such case, the party required to disclose will disclose only such Confidential Information as in the opinion of its attorneys is required to be disclosed. "Confidential Information" means at a minimum PERS Subscriber's non-public health or medical information indicated in a Care Plan.

8. **Miscellaneous**

- 9.1 Notices. Any notices, demands or requests required or permitted under this Agreement shall be in writing, shall be sent certified or registered mail, return receipt requested or delivered by messenger, overnight courier or similar delivery service and shall be deemed given upon

delivery. Notices shall be served to the Parties at the addresses below unless such other contact information is provided to the other Party in writing.

to Philips Lifeline:

Philips Lifeline

111 Lawrence Street
Framingham, MA 01702
Attn: Contract Administration MS20

with a copy to:

Paul Laurino, Esq.
Legal Department
3000 Minuteman Road, M/S 0230
Andover, Massachusetts 01810

to Customer:

Aging Partners, a department of and on behalf of the
City of Lincoln
233 South 10 Suite 101
Lincoln, NE 68508-2250
Attn.: _____

with a copy to:

- 9.2 **Contractors.** Each Party shall remain at all times primarily responsible for the acts and omissions of its contractors or subcontractors ("*Contractors*") to the extent any obligation of a Party hereunder is performed by such Contractor, and will retain any such liability and responsibility under this Agreement as if such Contractor's activities were performed by the Party.
- 9.3 **Relationship of the Parties.** In making and performing this Agreement, the Parties act, and shall continue to act at all times while it is in effect, as independent contractors. Nothing contained in this Agreement shall be construed or implied to create a partnership or joint venture between the Parties, nor shall either Party be considered an agent or employee of the other Party.
- 9.4 **Force Majeure.** Neither Party shall be held responsible or liable for delay in the performance under the Agreement due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of the Party, including but not limited to interruptions of telephone service.
- 9.5 **Binding Agreement.** All terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Parties hereto, their respective legal representatives and their permitted successors and assigns.
- 9.6 **Assignment.** Customer's rights, obligations or liabilities under this Agreement may not be assigned in whole or in part by Customer, including by change in control of the ownership of the Customer, to a third party without the prior written consent of Philips Lifeline.
- 9.7 **Integrated Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the Parties concerning the subject matter hereof. By signing this Agreement the Parties specifically agree to terminate their previous Philips Lifeline Remote Monitoring Services Agreement dated December 23, 2010 and any amendments thereto.
- 9.8 **Amendment of Agreement.** This Agreement may be amended only by written agreement of both parties. The Mayor of the City of Lincoln is authorized to execute any amendments to the Agreement on behalf of the Customer.
- 9.9 **Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.
- 9.10 **Fair Employment.** In connection with the performance of work under this Agreement, Philips agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122, as amended.
- 9.11 **Fair Labor Standards.** Philips shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
- 9.12 **Federal Immigration Verification.** Philips Lifeline uses US Citizenship and Immigration Services E-Verify System to comply with Immigration laws.

- 9.13 Audit and Review. Philips Lifeline shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall endeavor to make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. Customer will provide Philips Lifeline with sixty (60) days prior written notice to make available copies of all financial and performance related records and materials.
- 9.14 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Nebraska.
- 9.15 Continuation. In the event of termination of this Agreement any provisions that by their very nature need to survive in order to be given their full intended effect shall so survive.
- 9.16 Counterparts and Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes and exchange of copies of this Agreement by facsimile transmission shall constitute effective execution and delivery and may be used in lieu of the original Agreement for all purposes.

ACCEPTANCE

This contract must be signed by Customer and returned to Philips Lifeline's home office before it is considered in full force and effect. **This offer is null and void if this Agreement is not executed by Customer and returned to Philips Lifeline on or before January 31, 2015.** The undersigned affirms that he/she is a duly authorized representative of the Party for which he/she is signing and has the authority to execute this Agreement on behalf of that Party:

Aging Partners, a department of and on behalf of the City of Lincoln:

By: _____

Signature of Authorized Representative above

Print Name: _____

Title: _____

Date Signed : _____

The above-named person shall be the contact person for notices delivered hereunder, unless a different contact name is provided as follows:

Contact Person: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-Mail for return of signed contract:

Lifeline Systems Company doing business as Philips Lifeline:

By: _____

Signature of Authorized Representative above

Print Name: Audra Tella

Title: Manager, Contract Administration

Date Signed : 11/13/14

Send signed contract to either:

E-mail: PLL_ContractAdministration@philips.com

Fax: 508-988-1713

ADDENDUM 1

- to -

**Philips Lifeline Remote Monitoring Services Agreement
Philips Lifeline Personal Response System**

This Addendum 1 to the Lifeline Remote Monitoring Services Agreement forms an integral part of, and is incorporated fully into, such Agreement.

1. Definitions

- 1.1 "Standard Home Communicator" means those personal response communicator models which are not a telephone or Wireless unit (e.g. 6800, 6800XT, 6900 or successor product).
- 1.2 "Care Plan" means the document that is filled in with subscriber specific information to be used for providing monitoring service. The Care Plan is signed by the subscriber and transmitted to Philips Lifeline so that Philips Lifeline can provide the PRS Service. Customer must use the form of Care Plan contained in Exhibit 1 to this Addendum.
- 1.3 "Disqualifying Condition" of a PRS Subscriber means subscriber is abusing the PRS Service or is no longer physically or mentally capable of effectively using the PRS Service.
- 1.4 "HomeSafe" or "Wireless" refers to the wireless home communicator (7000C) and personal help button used to provide personal response service ("PRS") for Subscribers who do not have a landline telephone connection.
- 1.5 "GoSafe" refers to the mobile communicator systems with wireless home communicator (7000C) or landline home communicator (7000L) paired with a "Mobile Help Button" (MHB) to provide personal response service (PRS) for use outside of the home.
- 1.6 "Purchase Model" or "Lifeline Monitoring Service" refers to the business model offered by Philips Lifeline under which Customer either purchases or leases PRS Equipment and purchases PRS Service separately pursuant to this Agreement.
- 1.7 "PRS Equipment" means the Philips Lifeline home communicator and personal help button that comprise a subscriber's Philips Lifeline personal response system, plus any Philips Lifeline-supplied peripherals or accessories.
- 1.8 "PRS Service" means the monitoring service referred to below in the Description of Service Section of this Addendum.
- 1.9 "Rental Model" refers to the business model under which Customer may rent equipment and receive monitoring services offered by Philips Lifeline.
- 1.10 "Rental Equipment" means the PRS Equipment or other equipment owned by Philips Lifeline and rented by Customer pursuant to this Agreement.
- 1.11 "Service" means PRS Service or any other service provided by Philips Lifeline and which Customer has elected to offer to its clients.
- 1.12 "Subscriber" means a client of Customer receiving the PRS Service or any additional equipment or service provided by Philips Lifeline and which Customer has elected to offer to its clients.

2. Description of Services. Philips Lifeline will provide PRS Service to Customer and its PRS Subscribers through Philips Lifeline's response center as follows:

- 2.1 General. Upon receipt of a signal from installed PRS Equipment, Philips Lifeline will make a reasonable effort to contact the home number indicated on the corresponding Care Plan, and, if necessary, to promptly notify appropriate responder(s) indicated thereon. Philips Lifeline does not represent that it will continue to provide any service or manufacture any particular item or model of Product indefinitely or even for a specific period. Philips Lifeline specifically reserves the right to modify any of the specifications

or characteristics of its Products and services, to remove any Product or service from the market, and/or to cease manufacturing or supporting it upon thirty (30) days prior written notice to Customer.

2.2 Buying Group. Philips Lifeline designates Customer as part of Philips discount buying group for all home communicator purchases under the Purchase Model. All equipment or accessory purchases are subject to Philips Lifeline's standard terms and conditions of sale as set forth on Schedule 3 to Addendum 1, which is incorporated herein.

2.1 HomeSafe Wireless Systems.

(a) Philips Lifeline has developed a new home communicator system, HomeSafe. This new system will provide a wireless monitoring option for Subscribers who do not have a landline telephone. If Customer elects to offer this new system as part of Customer's service offering to its Subscribers then Philips Lifeline will provide training and certification for the Wireless system. Customer acknowledges that HomeSafe, as a wireless service, has the limitations of any wireless service, including, but not limited to: (a) the HomeSafe equipment does not have sufficient electrical power (either battery or outlet); (b) the HomeSafe equipment is installed outside the operating range of the carrier's wireless network; or (c) there is wireless network interference due to atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, public utility failure, acts of war, government actions, terrorism, civil disturbances, system failures, including internet, telecommunication or other system failures, and other factors and conditions. Philips Lifeline assumes no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality or data transmission which result from these inherent limitations of the wireless service.

(b) Relationship with Wireless Carrier. Customer understands and agrees that (i) Philips Lifeline, not Customer, contracts with a wireless carrier ("Carrier") to provide wireless communications transmission and connectivity ("Wireless Service") related to operation of the Wireless Equipment; (ii) Customer has no contractual relationship with the Carrier, and is not a third party beneficiary of any agreement between Philips Lifeline and the Carrier; (iii) Carrier has no liability of any kind to Customer, whether for breach of contract or warranty, in connection with use, failure to use, or inability to use the Wireless Service; (iv) Customer has no property right in any number assigned to Customer, a Subscriber or the Wireless Equipment, and understands that any such number can be changed at any time by Philips Lifeline and/or the Carrier; and (v) neither Philips Lifeline nor the Carrier can guarantee the delivery, privacy or security of wireless transmissions to and from the Wireless Equipment, and neither will be liable for any lack of privacy or security relating to the use of the Wireless Equipment.

2.2 GoSafe Wireless Service. Philips Lifeline has developed a mobile, wireless communicator system, GoSafe. This new system will provide a mobile, wireless monitoring option for Subscribers who want personal emergency response service available to them while they are outside of the home. Customer has elected to use the new GoSafe wireless system and accessories offered by Philips Lifeline ("**GoSafe System**").

2.3 Promline Service. Promline service is a Philips Lifeline system that allows Customer to reprogram some home communicator functions over the telephone. Customer may use the Promline service during the Term of this Agreement. Philips Lifeline reserves the right to limit reprogramming access to specific data. Customer may not reprogram response center telephone numbers or program codes, without the prior written approval of Philips Lifeline.

2.4 CarePartners Connect Access. Philips Lifeline's web-based, secure reporting system known as CarePartners Connect ("**CPC**") allows Customer to access its program and subscriber information and perform some data entry activities. CPC also provides Customer with access to marketing information, forms and other growth tools. Customer may use CPC based on Customer's acceptance of the CPC rules and regulations.

2.5 Dis-enrollment of Subscribers. Philips Lifeline may request that Customer terminate a PRS Subscriber's agreement if said Subscriber has a Disqualifying Condition (as defined above). Upon receipt of such request, Customer shall investigate the Subscriber's situation and will terminate the Subscriber's agreement if Customer reasonably determines that the Subscriber has a Disqualifying Condition. If Philips Lifeline reasonably disagrees with any decision by Customer to retain such Subscriber, then

Customer shall indemnify, defend and hold harmless Philips Lifeline from any Loss suffered by Philips Lifeline attributable to such Disqualifying Condition. If Customer has determined to dis-enroll a PRS Subscriber for a Disqualifying Condition but is unable to do so within six (6) weeks of Philips Lifeline's initial request, then the aforementioned indemnity, defense and hold harmless obligation shall apply to Losses arising from the time after the six-week period until all PRS Equipment is removed from the Subscriber's home.

2.6 Indigent Support. Philips Lifeline will assist Customer with its effort to provide service to its community by providing Service at a reduced fee to Customer. Philips Lifeline has established a separate program code, NE699 which Customer may use to provide Service and a Standard Home Communicator to indigent subscribers. Under program code, NE699 Philips Lifeline agrees to provide Customer with Standard Home Communicator Rental Equipment and Monitoring Service at no charge for up to ten (10) Subscribers. Customer agrees to enroll no more than ten (10) Subscribers under the indigent support program code. If more than the maximum number of Subscribers are enrolled under the indigent program code, then Philips Lifeline reserves the right to move the Subscriber record to a non-indigent program code.

2.7 Volume Rebate. Philips Lifeline will pay Customer a rebate off the monthly fees based on subscriber volume, as more fully set forth on Schedule 2 to Addendum 1. Before Philips Lifeline can make any payments to Customer, Customer must provide Philips Lifeline with an applicable W-9 tax payer identification certificate.

Equipment Exchange. Philips Lifeline agrees to provide Customer with twenty five (25) 6800 Communicators to replace Customer's currently owned twenty five (25) Cordless Telephone Communicators.

3. Obligations of Customer

3.1 Payment of Fees. In consideration of the Monitoring Services provided hereunder, Customer agrees to pay the fees set forth on Schedule 2 to Addendum 1, which is incorporated herein.

3.2 Program Manager and Marketing

- (a) Customer will appoint an employee to serve as the liaison between Philips Lifeline and Customer and coordinate the provision of the PRS Service and equipment to subscribers ("*Philips Lifeline Program Manager*" or "*LPM*").
- (b) For the purpose of using CPC, the LPM may appoint additional persons to assist with the administration of the program ("*Secondary Contact*") and allow the Secondary Contact to have access to Customer's subscribers' information through CPC. The LPM and any Secondary Contact will continue to be allowed access to CPC until Philips Lifeline is notified of a change by Customer.
- (c) The LPM, or other individual appointed by Customer, will market the Philips Lifeline PRS Service and Customer will use its best efforts to inform, promote and enroll new subscribers in its Philips Lifeline program.
- (d) If Customer elects to use the HomeSafe wireless system, then Customer will complete the required HomeSafe training provided by Philips Lifeline prior to ordering any HomeSafe equipment.
- (e) Customer will fill in the Customer monitoring information required on Schedule 1 to Addendum 1, which is incorporated herein. Customer will provide Philips Lifeline with updated information as applicable.

3.3 Sole Source. Customer agrees to use Philips Lifeline as its sole source of personal response monitoring services and personal response monitoring equipment purchases during the term of this Agreement. Customer is an authorized distributor of Philips Lifeline equipment to individual subscribers for monitoring services. Customer is not authorized to give away or sell Philips Lifeline equipment without Philips Lifeline's prior approval.

3.4 Subscriber Equipment. Customer agrees to supply each subscriber with the necessary PRS Equipment to utilize the PRS Service. Customer shall use reasonable efforts to maintain the PRS Equipment in good working order.

- 3.5 CPC Data Entry. Customer agrees to perform all data entry activities which are allowed by CPC for its PRS Subscribers. Customer will use CPC and perform such data entry in accordance with the CPC terms and conditions.
- 3.6 Installation, Termination and Subscriber Information
- (a) **Installation and Subscriber Information.** For each new PRS Subscriber to be installed, Customer agrees to enter the Subscriber's information using CPC, as available, prior to the installation of the Subscriber's home communicator. Customer agrees to obtain the PRS Subscriber's signature on a Care Plan agreement, maintain the original signed Care Plan agreement, provide such original to Philips Lifeline upon request and keep the Subscriber information current by utilizing CPC to make any necessary changes as Customer is made aware of them. Philips Lifeline shall be entitled to rely upon the accuracy and completeness of the information entered by Customer. Customer shall indemnify and hold harmless Philips Lifeline from any Loss incurred by it to the extent due to Customer's failure to comply with this subsection.
- (b) **Subscriber Termination.** When a subscriber's Philips Lifeline service is terminated, Customer agrees to notify Philips Lifeline of the termination and remove the home communicator from the Subscriber's home.
- 3.7 Recording Acknowledgment. Customer acknowledges that all telephone conversations between Customer or Subscribers or responders and Philips Lifeline's response center or support personnel will be recorded. Customer shall inform all PRS Subscribers and personal responders of the same through its agreement with the Subscriber.
4. **Right of First Refusal.** If after the end of the Initial Term, the Customer chooses to close or sell its personal response program, then Customer hereby gives Philips Lifeline the right of first refusal to purchase the assets of Customer's personal response program. Should Philips Lifeline opt hereunder to acquire Customer's personal response program, Philips Lifeline shall purchase the assets of Customer at fair market value as of the time of the purchase. The assets include, but are not limited to, subscriber contracts and any accessories owned by Customer. In the event that the parties cannot agree on fair market value, then the parties shall jointly engage an independent appraiser who shall determine such fair market value, and whose decision shall be final. This provision of this Section shall survive the termination of the Agreement for a period of six (6) months.

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SCHEDULE 1 to ADDENDUM 1
Customer Information Form

Program Code: **NE019** (Customer -owned equipment - PRS and Medication Dispenser)

Program Code: **NE699** (Rental Equipment and Monitoring – Indigent Subscribers)

Response Center Answer Name: **Aging Partners Lifeline**
(Response Center Answer Name must be limited to 40 characters")

Customer Name: **Aging Partners, a department of and on behalf of the City of Lincoln**

Address for Shipping (must be street address)	Address for Mail (main office location or P.O. Box)	Address/Phone for Bills (if different from Mailing address)
233 South 10 Suite 101 Lincoln, NE 68508-2250	Same	Same
Phone: 402-441-8816		Phone:
Fax: 402-441-7869		Fax:

Customer's standard business hours are: **8:00 am to 4:30 pm**

***Philips Lifeline will use home or cellular numbers to contact the Program Manager or Employee after normal business hours, on weekends or Holidays IF Customer provides such coverage for its subscribers.**

AFTER HOURS INFORMATION (if applicable):

LPM (Primary Contact):	Karen Gulbranson		
Work Phone:	(402)441-8816	Home Phone*:	
Fax:		Cellular*:	402-430-7351
E-Mail (if available):	kgulbranson@lincoln.ne.gov		

☐ Yes, we elect to receive Invoices by e-mail. Please send our invoices to the following e-mail address: _____

SCHEDULE 2 to ADDENDUM 1
PRS Fee Schedule
(Page 1 of 2)

Monthly Fees are billed at the beginning of each month and are based on: 1) the number of active Primary subscribers (1st subscriber in one household) and Dual Subscriptions (2nd subscriber in one household) as of the first day of that month; and 2) a prorated monthly fee based on the number of days each Primary subscriber enrolled in the preceding month is active during the preceding month. The prorated daily rate for a Primary subscriber is based on 1/30th of the monthly fee. Customer is responsible for notifying Philips Lifeline of a change in tier at least two (2) days prior to the end of the month in which the change occurred.

DISCOUNTED MONTHLY FEES (for Customer-owned Equipment - NE019)

The monthly fee for Customer-owned equipment covers PRS monitoring Services. Philips Lifeline hereby extends to Customer the discounted monthly monitoring fees set forth below. These fees are guaranteed during the applicable time periods listed.

Applicable Time Period	Standard Service** (non-Wireless)	Dual Subscription (non-Wireless)	HomeSafe (Wireless)	Dual Subscription (Wireless)
Effective Date – 12/31/2017	\$12.70	\$5.00	\$18.70	\$6.00
11/1/2017 – 12/31/2019	\$13.00	\$5.00	\$19.00	\$6.00

***"Standard Service" means a Service using a non-Wireless Communicator (Standard Home Communicators (6800, 6900) or the Cordless Telephone Communicator (DT1000))

MONITORING FEES for GOSAFE WIRELESS SYSTEM

If Customer uses the equipment purchase business model option, then the total monthly monitoring fees listed below shall apply.

Equipment Model	GoSafe
7000C (wireless)	\$25.00
7000L (landline)	\$22.00

Additional GoSafe subscribers in the home will be charged \$14 monthly.

GOSAFE MOBILE BUTTON – PURCHASE ONLY

GoSafe Mobile Button (MHB) must be purchased as part of the GoSafe system at the prevailing wholesale price. The current price per button is \$149. Philips Lifeline reserves the right to reduce GoSafe Mobile Button fees with written notice to Customer. The MHB is compatible with 7000C or 7000L communicator units.

OPTIONAL Equipment & Services

Auto Alert Help Button Wireless or non-Wireless option: Additional \$7.00 per subscriber, per month, charge over the Monthly Fee for Primary or Dual Subscriber set forth above, Philips Lifeline will provide auto alert service. Non-Wireless Auto Alert can only be used along with the Cordless Telephone (DT1000), 6900 Standard Home Communicator. Wireless Auto Alert can only be used with HomeSafe 7000C.

INDIGENT SUPPORT PROGRAM (NE699)

Customer may use program code NE699 to provide Service and Equipment for up to 10 indigent Subscribers as more fully set forth in Section 2.8 of Addendum 1 to this Agreement.

SCHEDULE 2 to ADDENDUM 1

PRS Fee Schedule

(Page 2 of 2)

VOLUME REBATE

During the Initial Term of this Agreement, Philips Lifeline will extend to Customer a volume rebate off the Monthly Fees, if Customer reaches the annual percentage growth rate set forth below.

Net Subscriber Increase	Monitoring Rebate
5 – 9.99%	\$800.00
10 - 14.99%	\$1600.00
15%	\$2400.00

The beginning Subscriber count will be the number of active Subscribers reported on CarePartner Connect (CPC) under all of Customer's program codes on August 30, 2014. Annual growth will be calculated on each August 30th thereafter beginning in 2015. Philips Lifeline will pay Customer any earned rebate on or before September 30th of the applicable year.

DATA MANAGEMENT

Philips Lifeline will not charge Data Management Fees for the Term of this Agreement.

Unless otherwise guaranteed for a specific period of time above, Philips Lifeline guarantees the fees set forth above through December 31, 2019. After the guaranteed period, Philips Lifeline reserves the right to modify fees upon thirty (30) days prior written notice to Customer. Philips Lifeline may, at any time, offer additional equipment or services for which Philips Lifeline may charge an associated fee. Philips Lifeline will give Customer thirty (30) days prior written notice of the availability of the additional service. If Customer elects to offer the additional services to its subscribers, then Customer will pay the additional associated fee for that service.

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SCHEDULE 3 to ADDENDUM 1
Standard Terms and Conditions of Sale

1. Order. Any Purchase Order or other purchase document used by Customer to effect a purchase – whether written or oral – is hereby deemed by the Parties to be null and void. Only this Agreement and the Terms of Sale, each without any addition, modification or deviation therefrom (except those agreed to by Philips Lifeline and Customer in a signed writing) shall be of any force and effect with respect to such sale.
2. Cancellation. All Purchase Orders issued by Customer are subject to acceptance by Philips Lifeline. If Customer cancels a Purchase Order prior to delivery of the Product, Customer shall pay the costs incurred by Philips Lifeline to the date of cancellation which may include, but are not limited to: a ten per cent (10%) restocking fee, and shipping costs.
3. Shipping. During the Initial Term, Philips Lifeline agrees to pay all shipping and handling costs for any equipment or supplies shipped to Customer under this Agreement. All shipments from Philips Lifeline to Customer will be via ground delivery unless otherwise specified by Customer. If Customer requests a shipment method other than ground delivery, then Customer will pay the difference in shipping cost between ground delivery and the method requested. Philips Lifeline will ship Products to the Customer according to Philips Lifeline's standard commercial practices.
4. Products. Prior to the shipment of any Product, Philips Lifeline may change the construction or the design of any Product without notice to Customer as long as the function and the performance of the Product is not substantially altered. Philips Lifeline reserves the right to use refurbished components in the manufacture, repair and replacement of Products.
5. Risk of Loss. Title to any product, and the risk of loss or damage to any product, shall pass to Customer F.O.B. destination. All sales are F.O.B. destination and the time of delivery shall be the time when the products are received by Customer. Any product lost, stolen or damaged, after receipt by Customer shall be the responsibility of Customer, and Customer agrees to pay for any required replacement product.
6. Warranty. Philips Lifeline warrants to Customer that each Product sold hereunder, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Philips Lifeline for such Product and shall be substantially free from defects in material and workmanship for ninety (90) days, or as otherwise noted below, from the date of shipment by Philips Lifeline. This warranty does not apply to Product defects resulting from improper or inadequate maintenance; use of the Product with software, supplies or interfaces not supplied by Philips Lifeline; use or operation of the Product other than in accordance with Philips Lifeline Product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; unauthorized repair or modification to the Product ("*Warranty Exclusions*").

Other Warranty Periods from date of shipment:

New Home Communicators (all models) = 2 years

Personal Help Buttons (all models, EXCEPT Mobile personal help button, when available) = 2 years

Mobile Personal Help Button = 1 year

Philips Lifeline reserves the right to revise the warranty period for any Product upon thirty (30) days prior written notice to Customer. However, the above warranty periods shall apply to any equipment ordered by Customer prior to the date of such notice from Philips Lifeline.

Customer's exclusive remedy and Philips Lifeline's sole liability for breach of the foregoing warranties are as follows. If any Product described herein fails to conform to the warranty set forth above, at Philips Lifeline's sole election, (which election shall be made after Philips Lifeline receives the Product), shall repair or replace the Product; provided that (a) Philips Lifeline receives notice in a timely manner in writing that such Product failed to conform and a detailed explanation of any alleged nonconformity; (b) such Product is returned to Philips Lifeline during the warranty period; and (c) Philips Lifeline is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. OTHER THAN AS EXPRESSLY SET FORTH IN WRITING IN THIS SECTION, SUPPLIES ARE PROVIDED WITHOUT ANY OTHER WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer understands that some newly manufactured Products may contain remanufactured parts that are equivalent to new in performance.

7. Assignment. Customer may not assign any of its obligations, rights and liabilities under a Purchase Order to a third party without the written consent of Philips Lifeline. Any attempted assignment or transfer not in strict compliance with this Section shall be null and void from the beginning.

EXHIBIT 1 to ADDENDUM 1
Form of Care Plan Agreement

(As provided on CarePartners Connect)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
705401-PHIL-13-14	INSURER(S) AFFORDING COVERAGE INSURER A: HDI-Gerling America Insurance Company NAIC # 41343 INSURER B: Safety National Casualty Corp. 15105 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Lifeline Systems Company 111 Lawrence Street Framingham, MA 01702-8156	

COVERAGES

CERTIFICATE NUMBER:

NYC-005908526-40

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD12308-01	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAS4047561	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	LDS4047559 (AOS) PS4047560 (WI)	12/31/2013 12/31/2013	12/31/2014 12/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder or City of Lincoln/Lancaster County is included as an Additional Insured ATIMA on the General Liability Policy with respect to the operations of the Insured.

CERTIFICATE HOLDER**CANCELLATION**City of Lincoln/Lancaster County
Purchasing Division/Finance Department
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Cynthia Y. Kim

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